

City of Lynchburg
Procurement Division
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Lynchburg, VA 24504
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ADDENDUM for BID

2005 Municipal Paving Contract (Spring/Summer)

05-11705

Date: 2/2/05

From: Stephanie Suter

RE: Addendum No. 01 – 2005 Municipal Paving Contract (Spring/Summer)

The following items were discussed and received clarification at the pre-bid conference on February 1, 2005.

1. The 2005 Municipal Paving Contract requires each bid be accompanied by a certified check on a bank satisfactory to the OWNER or a Bid Bond in the amount of five percent (5%) of the amount of bid, made payable to the Owner, as assurance that the successful bidder will enter into contract within ten (10) days after notification of award of contract.
2. A performance bond and a labor and material payment bond, or a combined contract bond, will be required in the amount of 100 percent of the bid.
3. The following sections shall replace the corresponding sections in the original Project Manual:

1.19 NOTICE TO PROCEED/ TIME OF COMPLETION

The estimated quantities as shown on the Base Bid Sheets shall be taken to mean the estimated work to be completed within the contract period. The amount of such work authorized under the provisions of a subsequent Contract may be increased or decreased by the City dependent upon the actual needs of the City.

The Engineer will issue a written "Notice to Proceed" and a "Completion Time". The contractor shall be required to begin construction within ten (10) consecutive calendar days after date of "Notice to Proceed", and shall continue until the work is finished.

The contractor shall provide to the City a minimum of one crew which shall remain on awarded work under this contract, 2005 Municipal Paving Contract, until all assigned work is completed. If workload requires, the City shall require more than the specified number of crews to be provided by the contractor to accommodate workloads.

1.20 LIQUIDATED DAMAGES

Failure by the Contractor to meet the requirements of Section 1.19 above, shall be deemed to be unsatisfactory progress and will subject the contractor to liquidated damages.

If said contractor shall neglect, fail or refuse to complete the work or any phase thereof within the time herein specified, or any proper extension thereof granted by the owner, then the contractor does hereby agree, as a part of consideration for the awarding of this contract, to pay the owner in the amount of \$200.00 for each and every calendar day the time consumed in said performance and completion exceeds the time herein allowed for that purpose, not as penalty but as liquidated damages for such breach of contract as hereinafter set fourth; and owner

shall and may deduct and retain the amount of such liquidated damages out of the money which may be due or become due under this contract. In addition, liquidated damages shall be assessed for the incomplete tonnage at the rate of \$3.00 per ton based on the estimated quantities in Appendix A.

The said amount is fixed or agreed upon by and between the contractor and the owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the owner would in such event sustain, and said amount as agreed to be in the amount of damages which the owner would sustain.

It is further agreed that time is of essence of each and every portion of the contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed for such extension shall be of essence of the contract.

Provided, that the contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the contractor, including but not restricted to, acts of God or of the public enemy, acts of the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unseasonably severe weather; and
- (c) To any delays of subcontractors or suppliers occasioned by any of the causes specified in section (a) and (b) of the article;

Provide, further, that the contractor shall, within ten (10) days from the beginning of such delay, unless the owner shall grant a further period of time prior to the date of final settlement of the contract, notify the owner, in writing of the cause of the delay, who shall ascertain the facts and extent of the delay and notify the contractor within a reasonable time of his decision in the matter.

- 4. Streets which require Mt. Athos Stone:
 - 1. Rivermont Avenue from Rivermont Bridge to Cabell Street
 - 2. Campbell Avenue from Mayflower Drive to City Limits
- 5. Section 01200 Paragraph 1.6D, from City of Lynchburg Manual of Specifications and Standard Details, last revised 10/24/04 references the City's Asphalt Adjustment Policy.

READ TERMS AND CONDITIONS AND SIGN

In compliance with the above BID, and subject to all the conditions hereof, the undersigned offers and agrees to comply with any or all of the terms and conditions contained herein, or as mutually agreed upon by subsequent negotiations. This form shall become part of the final file.

Company Name:_____ **Address:**_____ **Date:**_____

Authorized Signature:_____ **Title:**_____

Print Name:_____ **Telephone No.:**_____ **Fax No.:**_____